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PTO/SB/82 (04-05)

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/516,850
Filing Date	June 23, 2005
First Named Inventor	Zorica, Alistair
Art Unit	
Examiner Name	
Attorney Docket Number	

**I hereby revoke all previous powers of attorney given in the above-identified application.**

☐ A Power of Attorney is submitted herewith.

**OR**

☐ I hereby appoint the practitioners associated with the Customer Number:

☒ Please change the correspondence address for the above-identified application to:

☐ The address associated with  
Customer Number:

**OR**

<input checked="" type="checkbox"/> Firm or Individual Name	Quiksilver, Inc. c/o Mitch Milstein				
Address	15202 Graham Street				
City	Huntington Beach	State	CA	Zip	92649
Country	United States of America				
Telephone	(714) 889-2200	Email	mitch.milstein@quiksilver.com		

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Signature			
Name	Mitch Milstein		
Date	November 18, 2005	Telephone	(714) 889-5509

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☐ \*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Quiksilver, Inc.

Application No./Patent No.: 10/516,850 Filed/Issue Date: June 23, 2005

Entitled: Minimal seemed fitted garment

Quiksilver, Inc., a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

- states that it is:
- 1. ☒ the assignee of the entire right, title, and interest; or
  - 2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

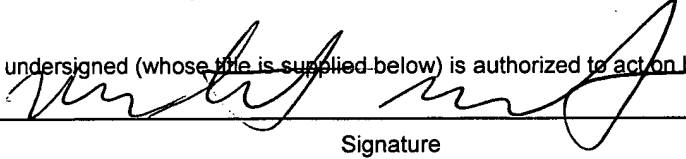
B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

- 1. From: Zorica, Alistair To: Watermoons PTY LTD  
The document was recorded in the United States Patent and Trademark Office at  
Reel 013543, Frame 0949, or for which a copy thereof is attached.
- 2. From: Zorica, Alistair To: Watermoons PTY LTD  
The document was recorded in the United States Patent and Trademark Office at  
Reel 014323, Frame 0263, or for which a copy thereof is attached.
- 3. From: Watermoons PTY LTD To: Quiksilver, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 016744, Frame 0439, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose ~~name~~ signature is supplied below) is authorized to act on behalf of the assignee.

  
\_\_\_\_\_  
Signature  
  
Mitch Milstein  
\_\_\_\_\_  
Printed or Typed Name  
  
Senior Legal Counsel, IP  
\_\_\_\_\_  
Title

November 18, 2005  
\_\_\_\_\_  
Date  
  
(714) 889-5509  
\_\_\_\_\_  
Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.



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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Quiksilver, Inc.

Application No./Patent No.: 10/516,850 Filed/Issue Date: June 23, 2005

Entitled: Minimal Seam-fitted garment

Quiksilver, Inc., a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below: continued...

1. From: Watermoons PTY LTD To: Quiksilver Australia PTY LTD  
The document was recorded in the United States Patent and Trademark Office at  
Reel 016744, Frame 0452, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

[Signature]  
Signature

Nov. 18, 2005  
Date

Mitch Milstein  
Printed or Typed Name

(714) 889-5509  
Telephone Number

Senior Legal Counsel, IP  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## ASSIGNMENT

**WHEREAS**, the undersigned, Alistair Zorica, an Australian citizen residing in Australia, referred to hereinafter as "ASSIGNOR", has invented a certain invention entitled "MINIMAL SEAMED FITTED GARMENT" for which an Australian provisional application numbered PS2796 was filed, and for which a PCT application was filed on or about September 5, 2002 (jointly hereinafter "APPLICATIONS"), the invention together with related experimental data, trade secret, and other know-how being referred to hereinafter as the "INVENTION".

**WHEREAS**, Watermoons Pty Ltd. (ACN 087 379 619), an Australian Proprietary Company having its principal place of business at Quiksilver Dr., Torquay, VIC 3228, Australia, referred to hereinafter as "ASSIGNEE", is desirous of acquiring the entire right, title and interest in, to and under said INVENTION, the entire right, title and interest in, to and under said invention being referred to hereinafter as the "RIGHTS".

**WHEREAS**, the RIGHTS include but are not necessarily limited to any rights conferred by or derivable from:

- (a) the APPLICATIONS;
- (b) any Letters Patent, utility models, inventor's certificates, or similar legal protection to be, or having been, obtained from, claiming priority to, or otherwise benefiting from the APPLICATIONS and any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof;
- (c) any other Letters Patent utility models, inventor's certificates, or similar legal protection to be, or having been, obtained for said INVENTION in any and all countries throughout the world and their territorial possessions, said countries including but not being limited to Australia, the United States of America, and any other countries designated in the above referenced PCT application.

**WHEREAS**, Ug Manufacturing Co Pty Ltd., an Australian Proprietary Company having its principal place of business at Quiksilver Dr., Torquay, VIC 3228, Australia, referred to hereinafter as "PRIOR ASSIGNEE", has previously assigned any of the RIGHTS it had to ASSIGNEE.

**WHEREAS**, ASSIGNOR is an employee of PRIOR ASSIGNEE and may have, by virtue of his employment or prior agreement with PRIOR ASSIGNEE, assigned all or some of the RIGHTS to PRIOR ASSIGNEE prior to the assignment of any RIGHTS from PRIOR ASSIGNEE to ASSIGNEE.

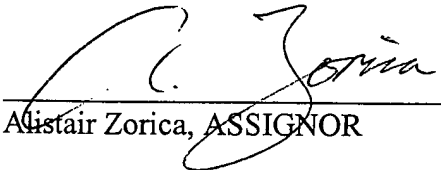
**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns any of the RIGHTS not previously assigned to ASSIGNEE or PRIOR ASSIGNEE by ASSIGNOR, said RIGHTS to be held and enjoyed by the ASSIGNEE for its own use and benefit, and for the use and benefit of its successors or assigns, to the full end of the term for which said RIGHTS may be granted, as fully and entirely as the

same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

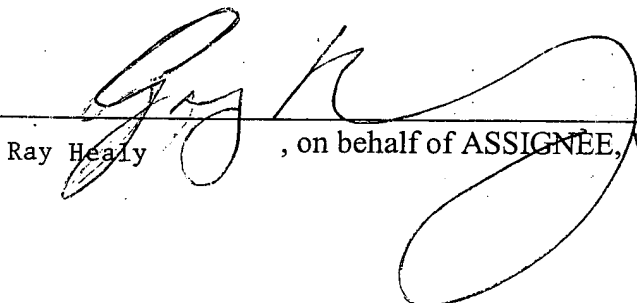
ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

ASSIGNOR further covenants that ASSIGNEE will, without demanding any further consideration therefor, at the request but at the expense of ASSIGNEE, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent applications listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at TORQUAY, AUSTRALIA, this 11<sup>th</sup> day of Oct 2002,  
Location Month

  
Alistair Zorica, ASSIGNOR

WITNESS my hand at TORQUAY, AUSTRALIA, this 11<sup>th</sup> day of Oct 2002,  
Location Month

  
Ray Healy, on behalf of ASSIGNEE, Watermoons Pty Ltd

**ASSIGNMENT**

**WHEREAS**, the undersigned, Alistair Zorica, an Australian citizen residing in Australia, referred to hereinafter as "ASSIGNOR", has invented a certain invention entitled "MINIMAL SEAMED FITTED GARMENT" for which an Australian provisional application numbered PS2796 was filed, and for which a PCT application numbered PCT/US02/28450 was filed on or about September 5, 2002 (jointly hereinafter "APPLICATIONS"), the invention together with related experimental data, trade secret, and other know-how being referred to hereinafter as the "INVENTION".

**WHEREAS**, Watermoons Pty Ltd. (ACN 087 379 619), an Australian Proprietary Company having its principal place of business at Quiksilver Dr., Torquay, VIC 3228, Australia, referred to hereinafter as "ASSIGNEE", is desirous of acquiring the entire right, title and interest in, to and under said INVENTION, the entire right, title and interest in, to and under said invention being referred to hereinafter as the "RIGHTS".

**WHEREAS**, the RIGHTS include but are not necessarily limited to any rights conferred by or derivable from:

- (a) the APPLICATIONS;
- (b) any Letters Patent, utility models, inventor's certificates, or similar legal protection to be, or having been, obtained from, claiming priority to, or otherwise benefiting from the APPLICATIONS and any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof;
- (c) any other Letters Patent utility models, inventor's certificates, or similar legal protection to be, or having been, obtained for said INVENTION in any and all countries throughout the world and their territorial possessions, said countries including but not being limited to Australia, the United States of America, and any other countries designated in the above referenced PCT application.

**WHEREAS**, Ug Manufacturing Co Pty Ltd., an Australian Proprietary Company having its principal place of business at Quiksilver Dr., Torquay, VIC 3228, Australia, referred to hereinafter as "PRIOR ASSIGNEE", has previously assigned any of the RIGHTS it had to ASSIGNEE.

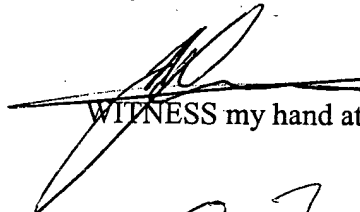
**WHEREAS**, ASSIGNOR is an employee of PRIOR ASSIGNEE and may have, by virtue of his employment or prior agreement with PRIOR ASSIGNEE, assigned all or some of the RIGHTS to PRIOR ASSIGNEE prior to the assignment of any RIGHTS from PRIOR ASSIGNEE to ASSIGNEE.


**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns any of the RIGHTS not previously assigned to ASSIGNEE or PRIOR ASSIGNEE by ASSIGNOR, said RIGHTS to be held and enjoyed by the ASSIGNEE for its own use and benefit, and for the use and benefit of its successors or assigns,

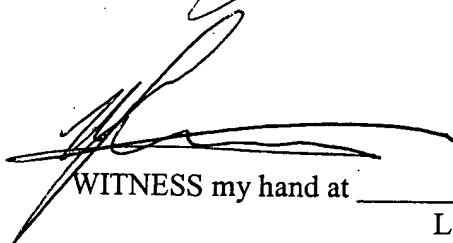
to the full end of the term for which said RIGHTS may be granted, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

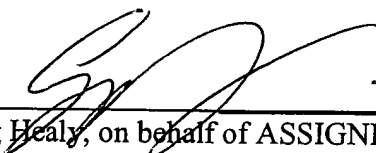
ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

ASSIGNOR further covenants that ASSIGNEE will, without demanding any further consideration therefor, at the request but at the expense of ASSIGNEE, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent applications listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

  
WITNESS my hand at Torquay Vic, this 3rd day of July 2003,  
Location Month

  
Alistair Zorica, ASSIGNOR

  
WITNESS my hand at Torquay Vic, this 3rd day of July 2003,  
Location Month

  
Greg Healy, on behalf of ASSIGNEE, Watermoons Pty Ltd

**ASSIGNMENT**

**WHEREAS**, Alistar Zorica, an Australian citizen, residing in Australia has invented a certain invention entitled "Minimal Seamed Fitted Garment" for which a utility application for Letters of Patent of the United States of America was filed on December 3, 2004, serial number 10/516850, which is a US national phase of International application PCT/US02/28450 filed September 5, 2002, which claims priority to Australian provisional application PS2796, filed June 5, 2002; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

**WHEREAS**, the entire title, right and interest in and to said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto was assigned to Watermoons Pty. Ltd., (referred to hereinafter as "MESNEASSIGNEE"), an Australian Proprietary Company having its principal place of business at Quiksilver Dr., Torquay, Australia VIC 3228; the assignment having been recorded at the US Patent and Trademark Office at Reel/Frame 014323/0263;

**WHEREAS**, Quiksilver, Inc., a Delaware corporation having its principal place of business at 15202 Graham Street, Huntington Beach, CA 92649, USA (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring a joint title and an undivided one-half interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, MESNEASSIGNEE hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns a joint title and an undivided one-half interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

MESNEASSIGNEE further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

MESNEASSIGNEE further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to MESNEASSIGNEE, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said



Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

MESNEASSIGNEE and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of MESNEASSIGNEE and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between MESNEASSIGNEE and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon MESNEASSIGNEE or ASSIGNEE unless made in writing and signed on behalf of each of MESNEASSIGNEE and ASSIGNEE by their respective duly authorized representative.

**EXECUTED at:**

Huntington Beach, CA, this 29 day of August 2005,  
City State Month

Signed on Behalf of Watermoons Pty. Ltd.

By: Steven L. Brink  
Name

[Signature]  
Signature

Secretary  
Title

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Orange

SS.

On August 29, 2005 before me,

Leah N. Sammon-Roman, Notary Public

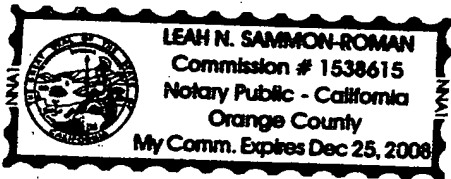
personally appeared

Steven L. Brink

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Name(s) of Signer(s)

☒ personally known to me



☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Leah N. Sammon-Roman

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Assignment - US

Document Date: August 29, 2005 Number of Pages: 2

Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven L. Brink

- ☐ Individual  
☒ Corporate Officer — Title(s): Secretary  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other:

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:

Watermoons Pty Ltd

Signer's Name:

- ☐ Individual  
☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other:

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:

## ASSIGNMENT

**WHEREAS**, Watermoons Pty. Ltd., an Australian Proprietary Company having its principal place of business at Quiksilver Dr., Torquay, Australia VIC 3228 (referred to hereinafter as "ASSIGNOR") and Quiksilver, Inc., a Delaware corporation, having its principal place of business at 15202 Graham Street, Huntington Beach, CA 92649, USA, are joint owners of a certain invention entitled "Minimal Seamed Fitted Garment" for which a utility application for Letters of Patent of the United States of America was filed on December 3, 2004, serial number 10/516850, which is a US national phase of International application PCT/US02/28450 filed September 5, 2002, which claims priority to Australian provisional application PS2796, filed June 5, 2002; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

**WHEREAS**, Quiksilver Australia Pty Ltd., company having its principal place of business at 681 Barrenjoey Road, Avalon, NSW 2107, Australia (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring ASSIGNOR's share of said INVENTION in a joint title and an undivided one-half interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns a joint title and an undivided one-half interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

EXECUTED at:

Huntington Beach, CA, this 29 day of August, 2005,  
City State Month

Signed on Behalf of Watermoons Pty. Ltd.

By: Steven L. Brink  
Name

  
Signature

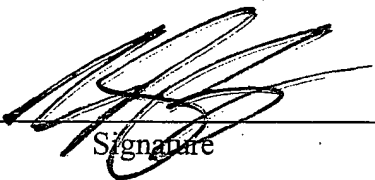
Secretary  
Title

EXECUTED at:

Huntington Beach, CA, this 29 day of August, 2005,  
City State Month

Signed on Behalf of Quiksilver, Inc.

By: Morgan Sloper  
Name

  
Signature

Assistant Company Secretary  
Title

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } ss.

On August 29, 2005 before me, Leah N. Sammon-Roman, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Steven L. Brink and Morgan Sloper  
Name(s) of Signer(s)



☒ personally known to me

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Place Notary Seal Above

WITNESS my hand and official seal.

Leah N. Sammon-Roman  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

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☒ Corporate Officer — Title(s): Secretary  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

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Signer Is Representing:

Watermoor's Pty Ltd.

Signer's Name: Morgan Sloper

- ☐ Individual  
☒ Corporate Officer — Title(s): assistant company Secretary  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
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Signer Is Representing:

Quiksilver, Inc.